

ENTERED

October 05, 2021

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**TEREX SOUTH DAKOTA, INC.
TEREX USA, LLC**

Plaintiffs,

v.

**SINOBOOM NORTH AMERICA
LLC,**

Defendant.

Case No. 4:21-cv-00287

JURY DEMAND

CONSENT JUDGMENT

Plaintiffs Terex South Dakota, Inc. and Terex USA, LLC (collectively, "Terex") and Defendant Sinoboom North America LLC ("Sinoboom") have entered into a Settlement Agreement ("Agreement"), dated September 30, 2021, to resolve all claims, counterclaims, and defenses in this action. Solely pursuant to and as required by the Agreement, Terex and Sinoboom hereby stipulate to, and request that the Court enter this Consent Judgment:

1. Terex is the owner of U.S. Trademark Registration Nos. 3540392 for the Genie Blue color for mobile elevating work platforms, 5965074 for the Genie Blue color for aerial and elevating work platforms, scissor lifts, 5970650 for the Genie Blue color for aerial and elevating work platforms, scissor lifts, 5970651 for

the Genie Blue color for aerial and elevating work platforms, scissor lifts, and has common law rights in the Genie Blue Mark;

2. Pursuant to the Agreement, Sinoboom does not contest that Terex's rights in Trademark Registration Nos. 3540392, 5965074, 5970650, 5970651, and its common law rights in the Genie Blue Mark are valid and enforceable;

3. Sinoboom and all those in active concert or participation with Sinoboom are permanently enjoined from selling, promoting, advertising, using, or displaying any mobile elevating work platform painted or colored any shade of blue in the United States;

4. All claims, counterclaims, and defenses pleaded in this action are dismissed with prejudice, and each party shall bear its own costs and attorneys' fees;

6. This Court shall retain jurisdiction for the purposes of enforcing the terms of this Stipulation and Consent Judgment and Dismissal Order, as well as the Agreement; and

7. No appeal shall be taken by any party from this Consent Judgment and Dismissal Order, the right to appeal having been expressly waived by all parties.

IT IS SO ORDERED

DATED: Oct 5, 2021

A handwritten signature in black ink, appearing to read "David Hittner", written over a horizontal line.

Hon. David Hittner
United States District Judge

By: /s/ Kirte M. Kinser

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